

Term Contract No. 493A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	493A (NASPO)	Laboratory Supplies, Equipment and Chemicals
Effective Dates	June 20, 2011 through June 30, 2013	
Bid Number		
Administrator	Paul Rock	
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E-Mail	paul.rock@doa.nc.gov	
Last Updated	December 13, 2011	

Punchout catalogs are loaded into E-Procurement.
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1. General Information

NC statewide term contract 493A has been replaced by the NASPO Cooperative Laboratory Equipment and Supplies Contracts," which are administered by the State of Idaho. There are two contractors: Fisher Scientific (State of Idaho Contract #SBPO1336), and VWR International (State of Idaho Contract # SBPO1337). The home page of the contract is accessible at <http://www.aboutwsca.org/contract.cfm/contract/n1-2010>, which provides general contract information, contractor information (including contractor's bid response), and a PowerPoint presentation with focus on the contract establishment process.

This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes 143-49 (6), certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

COST COMPARISON FOR ITEMS: There are two contractors on this contract, each offering a full line of science laboratory equipment and supplies. It is expected that the lower price between contractors will vary with the item. Therefore, user is strongly advised to compare pricing between contractors to determine

lowest price for each item needed, and to place your order(s) accordingly to minimize the expenditure for the products you purchase.

User is also advised that contractors are permitted to REDUCE pricing below the contract price shown in the contractor's punchout catalog. Therefore, user should consider asking contractors about such special price reductions, especially on larger orders.

2. Scope of Contract

The Scope of this contract is to provide scientific laboratory equipment, chemicals, and supplies to contract users whose primary focus is to support research and operating laboratory(ies), health care related facilities, and/or, for research and educational purposes in a university setting (undergraduate and graduate level schooling) and technical/community colleges. The scope includes laboratory equipment, chemicals, laboratory supplies, consumables, diagnostics, life sciences, chromatography, biology, animal research supplies, and limited laboratory casework furniture purchases (e.g., existing facility is upgraded to include equipping with Kewaunee [or other similar] laboratory casework furniture).

Except for laboratory casework furniture purchases (which includes student and teacher work/storage areas, chairs, tables and stools and other related items); items costing more than \$50,000.00 (after discounting) are not allowed on this contract.

Excluded from this term contract are live animals, all microscopes and their accessories (except consumable supplies), computer equipment not related to any laboratory related function, any items for which no discounts are given, home, office or leisure type furniture, and items covered under other existing NC statewide term contracts or agency term contracts. Additionally, batteries, calculators, cameras, examination gloves (latex, vinyl, nitrile, etc.), ice makers, ladders, lamps / lighting, are excluded from this contract.

This term contract is not intended to cover all specialty requirements.

K-12 Science Education Supplies are located in Term Contract 493C.

The link to Term Contract 493C: <http://www.doa.state.nc.us/PandC/493c.pdf>

Hazardous materials/special shipments charges are allowable. They are to be a separate line item identified appropriately. This charge cannot exceed the price charged by the carrier. If requested by the agency, contractor to provide a copy of the carrier's invoice.

In many cases, item not covered by 493A are available on another NC statewide term contract as indicated below:

Not Covered by 493A	Term Contract
Animals, live	No term contract
Bags, Plastic Trash	665B
Batteries	450A
Calculators	600A
Camera's	655A
Carts	560A
- platform trucks (steel, foldaway)	
- dollies	
- hand trucks (steel, aluminum, convertible, 55-gallon)	
- pallet trucks	
Electrical	No term contract
- outlet box	

Term Contract No. 493A

Not Covered by 493A	Term Contract
<ul style="list-style-type: none"> - outlet strip - surge suppressor - toggle switch 	
Film, all types (color, black & white, light, MS XAR)	655A
Mats <ul style="list-style-type: none"> - anti-fatigue - carpet cover - cocoa fiber - heavy denier polypropylene - open slot - rubber - sponge - transparent carpet runner - vinyl <p><i>Adhesive type lab mats used to protect against dirt/contaminants are covered by 493A.</i></p>	485C
Furniture <ul style="list-style-type: none"> - cabinets - chairs/stools - sinks - tables - water fixtures/faucets - workstation assemblies - worktops 	420A 420C 420D 425A 425B 425D 425E
Gloves <ul style="list-style-type: none"> - Examination (latex, nitrile) - Medical - Polyvinylchloride (PVC) <p><i>Chemical Resistant, Cleanroom, Cut Resistant, Inspection, Liners, and Temperature Resistant are covered by 493A.</i></p>	475D
Ice Makers	740A
Lamps / Light Bulbs (incandescent, fluorescent, compact fluorescent, halogen, high intensity discharge)	285A
Mailers <ul style="list-style-type: none"> - Envelopes (office type) 	645A
Microscopes	493B
Pens/Pencils (office type)	615A
Safety <ul style="list-style-type: none"> - bandages - computer wrist rest/mouse pad - shoe cushion insoles - eye protection (protective goggles, safety spectacles, face shields, welding goggles, welding helmet) - first aid kits - flammable/combustible cabinets - elbow/knee pads - lumbar support - storage cabinets 	475B 615A 345A 475A 425H 425H

Not Covered by 493A	Term Contract
- wrist supports	
Soap, hand (non-lab type)	485A
Waste Disposal (office type trash containers)	615A
Wipers	345A
- facial tissue	640A
- hand towels (C-folded for wall dispensers)	
- paper towels	

Categories / Types of Items covered by Term Contract 493A can be found in below LINK:

<http://www.doa.state.nc.us/pandc/493altitemsIncluded.pdf>

3. Taxes

Prices do not include North Carolina sales or use tax.

4. Fees and contract pricing

For orders to Fisher, contract pricing shown on the Fisher punchout under the NASPO contract represents the price with all fees included.

For orders to VWR, contract pricing shown on the VWR punchout under the NASPO contract represents the price with all fees included.

5. Abnormal Quantity (Maximum Order)

Any NC agency/entity requirement that exceeds \$75,000.00 in unit price (after discounting), or agency/entity purchase order that exceeds \$100,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- Purchase may be authorized at the current level of pricing with the contractor.
- Additional discounts from the current level of pricing may be negotiated with the contractor.
- A separate Invitation for Bids may be issued for the requirement.

6. Minimum Order

\$50.00 for Fisher, no minimum for VWR. Orders in excess of these minimum order amounts will be delivered FOB Destination. For orders totaling less than these minimum order amounts, the Ordering Entity will pay the actual freight charges unless waived by the Contractor at time of order placement. Ordering Entities requesting special handling (Fed Ex, UPS Next Day, etc.) may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.

7. Delivery

Delivery is FOB Destination, dock delivery, to the Ordering Entity's specified address. An Ordering Entity may request inside delivery; which Contractor must provide if requested. Contractor may charge Ordering Entity an additional fee if inside delivery is requested. Contractor will ship routine consumable items within 48 hours after receipt of order (ARO). All other equipment and supplies must be delivered within 7 days

ARO, unless a longer delivery time is agreed to by the Ordering Entity. Contractor will be required to notify the Ordering Entity within 24 hours of order placement, if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty, and make the purchase elsewhere.

Delivery charges shall not be assessed on orders that are in excess of the stated minimum when placed, but fall below the minimum order amount due to backordering or delayed shipping from the Contractor.

Delivery charges will not be allowed for items shipped from a 3rd party vendor as long as the original order exceeds the minimum amount stated.

If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), hazardous materials fees, or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked / flagged in the ordering system to clearly identify that they are subject to additional charges, or otherwise the contractor will pay the freight on such orders.

8. Invoicing

Contractor will invoice the Ordering Entity. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho SBPO Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Ordering Entity.

9. Customer Account Numbers

Contractor must establish unique customer/account identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

10. Ordering

A. **Ordering using the NC E-Procurement Service** (such users are not required any credit/previous account approval to order):

- 1) Create a requisition and at Step 2 (Add Items), type in "493A" in contract ID box and Click on Search icon button.
- 2) On the bottom (left) of the page you should see the Fisher or VWR Link. Click on the Shop Supplier Catalog button on the right.
- 3) (You should see the NC EProcurement@YourServiceLogo at the top to confirm you're viewing the correct pricing.)
- 4) Use Vendor Search engine ("Search Products") above the green GO button by typing in a product keyword, or description, MNFR or desired item/part number to find needed item. Click on green GO button.
- 5) After finding your initial item and specifying the desired quantity, click on the blue "Add to Cart" button (which will add the completed line to your shopping cart). Use the ("Search Products") search box to find additional needed items and adding them to your cart until the requisition is complete. When finished, click on the "Checkout" button on the left, and then review your items in your shopping cart.
- 6) If satisfied with your transaction details, click on the submit button and your purchases will be pulled into your E-Procurement transaction.

7) Complete the rest of the requisition in accordance with Buyer NC E-Procurement Service instructions.

B. **Ordering from OTHER than the NC E-Procurement Service** (includes NC E-Procurement User who also requires flexible telephonic (e.g., satellite offices who may not be able to use the NC E-Procurement Service) or other means of ordering):

CAUTION: ENSURE CUSTOMER SERVICE KNOWS YOU ARE ELIGIBLE/IN THEIR SYSTEM FOR THIS NASPO CONTRACT

1) Using the applicable vendor E-Commerce website: You will need to contact their Customer Service phone number and point of contact (provided below) to set up an account (user id/ password) for your ordering agency/activity. This ensures that your agency/activity is set up properly to receive the correct NC Contract Pricing.

- VWR: <https://www.vwrsp.com/>
- Fisher:
<http://www.fishersci.com/ecom/servlet/cmstatic?LBCID=62628995&store=Scientific&segment=scientificStandard&storeId=10652>

2) For manual or other paper-based transactions, telephone and fax orders; ensure you copy down pertinent ordering information from link above.

11. Training

Contractor will provide training to all Participating Entities, upon request (no more than one 1 hour training session per Ordering Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc. Training will cover basic use of the website, performing searches, ordering, invoicing, credits, etc.

12. Reporting requirements for use of ARRA Funds

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

When American Recovery and Reinvestment Act (ARRA) purchases [for goods and services] are \$5,000.00 or more (using ARRA funding), entities must use the NC Statewide Interactive Purchasing System (IPS) [and must advertise in local newsprint outlets, including minority and women owned outlets,] in accordance with NC OERI Management Directive #3 (dated January 5, 2010).

13. Purchase Order instructions

All orders must contain the following:

- (1) Mandatory Language "PO is subject to NASPO COOPERATIVE LAB SUPPLY CONTRACT MASTER PRICE AGREEMENT NUMBER #xxxxxxx," where "xxxxxxx" = "SBPO1336" for Fisher Scientific and "SBPO1337" for VWR.

- (2) NC Term Contract 493A Laboratory Supplies, Agency/Entity Name, Purchaser Name, mailing address, email address, area code and phone number.

14. Returns

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance, shall be returned at Contractor's expense within five business days after receipt of notification from the Ordering Entity; with no restocking charge. If the original packaging cannot be utilized for the return, Contractor will supply the Ordering Entity with appropriate return packaging within the five business day period. Postage will be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail; and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies; or the Ordering Entity shall receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within 15 days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

15. Warranty

The contractor acknowledges that the Uniform Commercial Code applies to this master price agreement. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned.

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this master price agreement. When applicable, Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.

Where contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the contractor's or product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this contract for breach of warranty.

16. Contractors NEED CONTACT INFORMATION FOR BOTH CONTRACTORS

Contractor	Sales Representative (Product Information, Quote, Site Visit request)
<p>Fisher Scientific 3970 Johns Creek Ct Suite 500 Suwanee, GA 30024</p>	<p>Nikki Russos Sales Rep 919-280-3798 Nikki.Russos@thermofisher.com NCCU, UNCP, and State Agencies</p> <p>Tim Stewart Sales Rep 336-254-6293 Tim.Stewart@thermofisher.com UNCG, WSSU, and NC A&T</p> <p>Samantha Stikeleather Sales Rep 704-615-9376 Samantha.Stikeleather@thermofisher.com UNCC</p> <p>Elizabeth Cash Sales Rep 252-314-7499 Elizabeth.Cash@thermofisher.com ECU, UNCW, UNC Marine Science Center, UNC Coastal Studies Institute, and PCC</p> <p>Jeff Smith Sales Rep 919-333-5047 Jeff.Smith1@thermofisher.com UNCFSU and FTCC</p> <p>Jennifer Bitner Sales 724-517-2250 Jennifer.Bitner@thermofisher.com Community Colleges</p> <p>Jessica Nola Sales 724-517-2211 Jessica.Nola@thermofisher.com Community Colleges</p>
<p>Fisher Scientific 3970 Johns Creek Ct Suite 500 Suwanee, GA 30024</p>	<p>Jo Daniel Regional Sales Manager Fisher Scientific Voice Mail: 800-955-1333 Ext.121-3905 Mobile: 919-696-1477 Fax: 412-249-5082 jo.daniel@thermofisher.com</p>

Contractor	Sales Representative (Product Information, Quote, Site Visit request)
<p>VWR, International LLC 1050 Satellite Blvd NW Suwanee, GA 30024</p>	<p>Karen Kast-Hutcheson Sales Rep 919-455-5609 karen_kast-hucheson@vwr.com East NC - Greenville, Rocky Mount</p> <p>Chris Dobbins Sales Rep 704-737-0302 chris_dobbins@vwr.com Greensboro - Winston-Salem</p> <p>Brennon Smith Sales Rep 910-200-4017 brennon_smith@vwr.com East NC/NE SC - Wilmington</p> <p>Ann Holder Sales Rep 828-964-3509 ann_holder@vwr.com Western NC/ Asheville/E Tenn.</p> <p>Stephanie Luther Sales Rep 919-815-7770 stephanie_luther@vwr.com RTP</p> <p>Leigh Tull Sales Rep 919-208-5405 leigh_tull@vwr.com RTP</p> <p>Kate Korneszczuk Sales Rep 704-340-3265 kate_korneszczuk@vwr.com Charlotte, NC</p> <p>Terry Mathis Sales Rep 919-737-5274 terry_mathis@vwr.com RTP, Raleigh, Durham</p> <p>Mary Catherine Haarsgaard</p>

Contractor	Sales Representative (Product Information, Quote, Site Visit request)
	<p>Sales Rep 919-480-7250 mary-catherine_haargaard@vwr.com Medical Examiner- UNC Chapel Hill</p> <p>Todd McLean Sales Rep - Healthcare xxx-xxx-xxxx todd_mclean@vwr.com Healthcare depts, centers, systems</p> <p>Russell Nunn Inside Sales Rep 678-288-3147 russell_nunn@vwr.com Chad Macias and Terry Mathis</p> <p>Bevin Mercer Region Manager 347-331-4740 bevin_mercer@vwr.com NC, SC, TN, VA</p>

Vendor Complaint form, <http://www.ncpandc.gov/documents/vendcom.doc>

We solicit your assistance in monitoring the performance of the contractors. In the event problems arise the ordering agency should contact the contractor for resolution. If a satisfactory resolution cannot be reached the agency should complete the Vendor Complaint Form, indicate Purchase & Contract action is required, attach all supporting documentation and forward the packet to the Division of Purchase & Contract. Furthermore, if you have contractor performance issues you would like for the contract administrator to be aware of, but do not require action, complete the Vendor Complaint Form, check the 'Vendor Record Only' box (include all supporting documentation) so this may be considered in the evaluation of future bids. Thanks for your assistance in better meeting your needs.

17. Contract Addenda

Date	Description
Aug 12, 2011	REMOVED Fisher Scientific's 1.75% price increase factor (for eprocurement fee).
Aug 18, 2011	Corrected table of contractor sales representatives.
Dec. 3, 2011	Corrected table of contractor sales representatives.
Dec. 17, 2011	Added explanation of how to order via NC E-Procurement Service AND non NC E-Procurement Service users (e.g., selected agencies, cities, municipalities that don't use the NC E-Procurement Service [customer account must be set up with vendor who issues user id and password]).